

5.7 Implementing or Interstitial Arrangements. The Parties are authorized to enter into implementing or interstitial arrangements, writings, understandings, procedures or documents within the scope of the authority contained in this Agreement in order to carry out the authority and purpose hereof.

5.8 General. This Agreement is not intended to create a joint service. Each party shall: utilize and maintain its own marketing, pricing and sales organizations; issue its own bills of lading and handle its own claims; be fully responsible for its own expenses and operations; and operate and manage its own vessels.

6. Officials of the Agreement and Delegations of Authority. The following are authorized to subscribe to and file this Agreement, any modification hereof, and any accompanying materials with the Federal Maritime Commission:

- (a) Any authorized officer of each of the Parties; and
- (b) Legal counsel for each of the Parties.

7. Membership, Withdrawal, Readmission and Expulsion. For purposes of sub-sections 7.2 through 7.5, HLAG, CLNU and Libra shall be treated as a single Party.

7.1 Membership is limited to the Parties hereto, except that additional carriers may be admitted or readmitted by unanimous consent of the Parties at that time members of this Agreement and by amendment of this Agreement pursuant to the Shipping Act of 1984.

7.2 If any Party shall breach its obligations under this Agreement and such breach shall have a material adverse effect on another Party, and the Parties each acting in good faith shall fail to resolve their dispute or there shall have been no correction of such breach within 60 days after written notice by the affected Party to the breaching Party detailing such breach, then any non-breaching Party may withdraw from this Agreement effective upon at least 10 days' written notice to the other Party to become effective at the end of the aforesaid 60-day period.

7.3 If any Party shall give notice to the other Party that any government or agency thereof has imposed any restriction or failed to grant or has withdrawn any required approval, and such restriction, or the absence of such approval, would have a material adverse effect upon a Party's obligations or performance under this Agreement and such restriction or required approval is not removed or obtained within 60 days thereafter, the notifying Party may withdraw from this Agreement upon at least 10 days' written notice

to the other Party to become effective at the end of the aforesaid 60-day period.

7.4 Any Party may withdraw from this Agreement at any time immediately by serving written notice thereof on the other Party if another Party files, or has filed against it, proceedings under bankruptcy, insolvency or other similar laws and such proceedings are not dismissed within 120 days, or if the vessel of another Party is seized or arrested and such seizure or arrest is not lifted within 30 days.

7.5 Any Party may withdraw from this Agreement at any time upon three months' notice to the other Party if there is a transfer of ownership of 50 percent or more of the outstanding shares of another Party or a transfer of shares of another Party representing 50 percent or more of the shareholders, voting power.

7.6 In the event a Party withdraws from this Agreement, the remaining Parties may meet and discuss whether or not to continue this Agreement. If no agreement to continue this Agreement is reached within the notice period of such withdrawal, then HLAG or the remaining Norasia Group Parties may, upon at least 30 days prior notice, withdraw effective on the date of the first Party's withdrawal.

7.7 In the event of a termination of this Agreement or withdrawal herefrom, the Parties shall remain liable to one another in respect to all liabilities and obligations incurred prior to the termination or withdrawal.

7.8 The Federal Maritime Commission shall be promptly notified in writing of any such withdrawal from this Agreement.

8. Voting. All actions taken pursuant to this Agreement shall require unanimous agreement of the Parties.

9. Duration and Termination of Agreement.

9.1 Duration. This Agreement shall take effect as of the Effective Date (as defined in Article 9.2) and shall continue for a minimum period of sixteen (16) months from the Effective Date. It shall continue in effect unless and until this Agreement is terminated pursuant to Article 9.3. Upon any termination, Article 7.7 shall apply.

9.2 Effective Date. The term "Effective Date" shall mean the date Amendment No. 19 to this Agreement becomes effective pursuant to the Shipping Act of 1984.

9.3 Termination.

(a) Any Party may resign from this Agreement by giving a minimum of 4 months written notice of termination to the other Parties; provided, however, that no such notice may be given prior to twelve (12) months after the Effective Date, or become effective prior to sixteen (16) months after the Effective Date.

(b) This Agreement may be terminated at any time by unanimous written agreement of the Parties.

9.4 Notice. The Federal Maritime Commission shall be promptly notified in writing of the Effective Date and the date of termination of this Agreement.

10. Applicable Law. The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the United States of America and the substantive laws of the State of New York. This Agreement is governed by and shall be construed in accordance with English law, provided however that nothing herein shall relieve the Parties of their obligation to comply with the US Shipping Act of 1984, as amended and, to the exclusion of any conflict of law that would refer the matter to the laws of another jurisdiction.

11. Arbitration.

~~11.1—Except as otherwise provided herein, any dispute or claim arising hereunder which is not amicably settled by the Parties shall be settled by arbitration. Arbitration shall be held in New York, New York, by a panel of three arbitrators familiar with ocean container shipping, unless the Parties can agree on a single arbitrator, none of which shall have any interest in or with any Party. Upon agreement of the Parties, arbitration may be held in any other place. Arbitration shall be conducted in accordance with the arbitration Rules of the Society of Maritime Arbitrators, Inc. (the "SMA").~~

~~11.2—Any Party may call for such arbitration by service upon the Party(ies) with whom it has the dispute of a notice specifying the name and address of the arbitrator chosen by the first moving Party and a brief description of the disputes or differences which such Party desires to put to arbitration. If the other Party(ies) shall not, by notice to first moving Party within twenty days of the service of such first notice, appoint its/their arbitrator to arbitrate the dispute or differences specified, then the arbitrator appointed by the first moving Party shall act as the sole arbitrator, with~~

~~full power to act hereunder. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either Party may petition the President of the SMA for the appointment of the third arbitrator, whereupon the third arbitrator shall be appointed by such President. In the event that the President of the SMA fails~~

~~to appoint the third arbitrator within twenty days of the date on which such President receives the petition, either Party may apply to a Judge of any court of competent jurisdiction in New York, New York (or the alternate location for the arbitration agreed to by the Parties) for the appointment of a third arbitrator, and the appointment of such arbitrator by such President or Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings, either Party shall have the right by written notice served on the arbitrators and on the other Party to specify further disputes or differences under this Agreement for hearing and determination.~~

~~11.3 The arbitrators, by majority vote in writing, may award damages and expenses which they deem proper. In addition, the arbitrators shall assess the costs of the arbitration including interest, pre-judgment interest, their fees and reasonable attorney's fees, against either Party, or both, in such manner as they shall set forth in their written findings of facts and conclusions. Such decision shall be final and conclusive, shall be rendered within 90 days of the final submissions of the Parties, including briefs, and may be enforced in a court of competent jurisdiction. The arbitrators may not award exemplary or punitive damages nor may they order specific performance.~~

~~11.4 A copy of such decision shall be served by the arbitrators on the Parties.~~

11.1 Any dispute or difference whatsoever that may arise at any time concerning the construction or effect of this Agreement (including, without limitation, any question regarding its existence, validity or termination or as to the rights, duties or liabilities of any of the parties arising out of or in relation to this Agreement), which cannot be resolved amicably by the pParties, shall be referred to arbitration in London in accordance with this the Arbitration Act 1996 or any statutory modification ore re-enactment thereof, save to the extent to give effect to the provisions of this Article.

11.2 Unless the pParties agree on a sole Arbitrator within seven (7) days of the dispute having arisen, one (1) Arbitrator shall be appointed by each pParty and the two (2) Arbitrators so appointed shall jointly appoint a third Arbitrator, who shall act as Chairman, and the decision of any two (2) of them shall be final and binding upon the pParties. The Arbitrators shall be commercial men conversant with the type of business covered by the Agreement between the pParties. The Arbitrators appointed by each Party shall be either full, aspiring or supporting members of the LMAA and shall have previously heard LMAA arbitration references resulting from disputes involving vessel sharing agreements.

11.3 Where (i) one pParty (or Parties, where more than two of the Parties are in dispute), fails to appoint its Arbitrator, whether originally or by way of substitution, within fourteen (14) days after the other Party (or Parties) appointed his Arbitrator and called upon the defaulting Party

(or Parties) by telex, fax or letter to make its appointment, or (ii) the two (2) Arbitrators appointed by or on behalf of the pParties cannot agree within seven (7) days on the identity of the third Arbitrator, the President for the time being of the London Maritime Arbitrators Association ("LMAA") shall, upon application of either pParty, appoint an Arbitrator on behalf of the defaulting party or, as the case may be, the third Arbitrator, and the Arbitrator so appointed shall have the like powers to act in the reference and make an award (and where applicable, the like duty in relation to the appointment of a third Arbitrator) as if he had been appointed originally in accordance with the terms of this Agreement.

11.4 If any Arbitrator refuses to act, or becomes incapable of acting in the reference, the party having originally appointed such Arbitrator shall appoint a substitute Arbitrator in his place.

11.5 All arbitration proceedings under or in connection with this Agreement shall be held and conducted in the English language in accordance with the LMAA Terms current at the time when the proceedings are commenced, provided that where neither the claim nor any counter-claim exceeds the sum of US\$ 50,000.00 (or the equivalent in other currency), the arbitration will be conducted in accordance with the LMAA Small Claims Procedure.

11.6 For the avoidance of doubt each Party will be responsible for the fees of its arbitrator. Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

11.7 Any arbitration proceedings concerning this Agreement, and any Award made pursuant to such proceedings shall be kept strictly confidential between the pParties.

~~11.8 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement. In the case of a dispute or difference in respect of which arbitration has been commenced, the following shall apply:~~

~~A Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party or Parties of a written notice (the "Mediation Notice") calling the other to agree to mediation.~~

~~The other Party or Parties shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of any Party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.~~

If any Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration between the Parties

The mediation shall not affect the right of a Party to seek such relief or take such steps as it considers necessary to protect its interest.

Each Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.

The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

12. Force Majeure. No Party shall be held responsible with respect to its failure to perform its obligations, if such failure is due to force majeure, and the Parties may make appropriate adjustments as provided in Article 5.6. For purposes of this Agreement, "Force Majeure" shall mean civil commotion, invasion, rebellion, hostilities, sabotage, strikes, labor disputes, work slowdowns or work stoppages, governmental (national, state, territorial, prefectural, municipal or other) regulation, controls or actions, acts of God, boycotts or political bans against any Party, or any other cause whatsoever of a similar nature beyond the control of the Party.

No Party shall be deemed responsible with respect to its failure to perform any term (except the payment of amounts due and payable under this Agreement to another Party or a third party) or condition of this Agreement if such failure, wholly or partly, is due to an event of Force Majeure, such as, but not limited to, the event of war, whether declared or not, hostilities or the imminence thereof, act of public enemies, restraint of princes, boycott against flag, political ban, civil commotion, invasion, rebellion, sabotage, strikes, labor disputes, terrorism, piracy, other work stoppages, governmental (national, state, prefectural, municipal or other); regulations or controls taken or issued in sovereign capacity, or actions acts of God, marine casualty, accident or any other event whatsoever beyond the affected Party's reasonable control. Upon the occurrence of an Event of Force Majeure the Party seeking to rely upon it must forthwith give

notice to the others specifying the nature of the Force Majeure event and its effect upon the performance of this Agreement ~~which, by the exercise of due diligence, such Party is unable to provide against.~~

Any Party claiming an event of Force Majeure shall exercise all reasonable endeavors to ~~remedy~~ minimize –the consequences of such event on the performance of this Agreement. Upon termination of such Force Majeure event causing a Party’s failure to perform its obligations under this Agreement, such Party shall as soon as possible resume its performance of its obligations according to the terms and conditions of this Agreement. ~~The Parties shall cooperate to ameliorate the effect of any such Force Majeure events~~

13. Non-Assignment. No Party shall assign its rights or delegate its duties under this Agreement to any other person or entity without the prior written consent of the other Parties.

14. Notices. Any notice pertaining to this Agreement, except as the Parties may otherwise provide, shall be in writing sent by facsimile transmission to be received during the business day of the Party receiving the notice and confirmed by first class mail, postpaid. The facsimile number and mailing address of each Party is set forth in Appendix A.

15. Enforceability. If at any time during the performance of this Agreement, any non-material terms, covenant, condition or proviso contained in this Agreement, or the application thereof to any person or circumstances, shall be held to be invalid, illegal or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and be enforceable to the full extent permitted by law. if/ however, during the effective period of this Agreement, the Shipping Act of 1984 is amended or repealed resulting in the prohibition of conferences or the loss of antitrust immunity in respect of activities encompassed by this Agreement and is not immediately replaced by any other law, regulation or judicial or administrative action which authorizes the continuation of conference and/or common tariffs among ocean common carriers or the activities encompassed in this Agreement and includes such antitrust immunity, any Party may terminate this Agreement without prior consultation by giving written notice of termination to be effective not earlier than the effective date of such amendment or repeal.

16. Counterparts. This Agreement and any amendment hereto may be executed in multiple counterparts. Each counterpart shall be deemed an original, but all together shall constitute one and the same agreement.

APPENDIX A

Names and Addresses of Parties

1. Companhia Libra de Navegacao (Libra)
Alameda Rio Negro, 585, 5º andar, conjuntos 51 e 52, Alphaville, Barueri,
São Paulo, Brazil.

2. ~~Compañía Libra de Navegación Uruguay S.A. (CLNU)~~
~~Juncal Nº1385 piso 5,~~
~~Montevideo, República Oriental del Uruguay.~~

23. Hapag-Lloyd AG (“HLAG”)
Ballindam 25
20095 Hamburg, Germany

HLAG, Libra and ~~CLNU~~ are referred to collectively in the Agreement as the “HLAG Group.”

34. Nippon Yusen Kaisha (“NYK”)
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

45. MSC Mediterranean Shipping Company SA
12-14 Chemin Rieu
1208 Geneva
Switzerland